

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 1, 1998

INVITATION FOR BIDS

No. IFB-98-152-O

SEALED BIDS

FOR

FURNISHING

GUARANTEED MAINTENANCE SERVICE

AND CHEMICAL WATER TREATMENT OF

AIR CONDITIONING AND VENTILATING EQUIPMENT

AT HONOLULU (DISTRICT I), CENTRAL, AND WINDWARD,

OAHU SCHOOL DISTRICTS

will be received up to and opened at 2:00 p.m. (HST)

on

May 20, 1998

in the State Procurement Office, Kalanimoku Building, 1151
Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation shall be
directed to Marc Yamamoto, telephone (808) 586-0569, or facsimile
(808) 586-0570.

ROBERT J. GOVERNS
Procurement Officer

Name of Company

IFB-98-152-O

WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

06/03/96

GUARANTEED MAINTENANCE SERVICE AND CHEMICAL WATER TREATMENT OF AIR
CONDITIONING AND VENTILATING EQUIPMENT AT HONOLULU (DISTRICT I), CENTRAL
AND WINDWARD, OAHU SCHOOL DISTRICTS
DAGS, CSD
IFB-98-152-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date_____

Respectfully submitted,

Telephone No.:_____

Fax No.:_____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.:_____

Street Address

Social Sec. or Federal I.D.
No.:_____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___Individual ___Partnership ___Corporation ___Joint Venture

State of incorporation: Hawaii____ *Other_____

*If "other", is corporate seal available in Hawaii?___ Yes ___ No

The following bid is hereby submitted:

GROUP I: HONOLULU DISTRICT I
Part A - Guaranteed Maintenance Service

| <u>Item</u> <u>No.</u> | <u>School</u> | <u>Bid Price</u> <u>Per Month</u> | <u>Total Bid</u> <u>for Initial</u> <u>Contract Period</u> <u>of 12 months</u> | <u>Total for</u> <u>Supp 1 or 2</u> <u>of 12 months</u> |
|---------------------------|----------------------------|--------------------------------------|---|---|
| 1. | Aina Haina Elementary | \$_____ | \$_____ | \$_____ |
| 2. | Ala Wai Elementary | _____ | _____ | _____ |
| 3. | Aliiolani Elementary | _____ | _____ | _____ |
| 4. | Anuenue Elementary | _____ | _____ | _____ |
| 5. | Hahaione Elementary | _____ | _____ | _____ |
| 6. | Hawaii School Deaf & Blind | _____ | _____ | _____ |
| 7. | Hokulani Elementary | _____ | _____ | _____ |
| 8. | Jarrett Intermediate | _____ | _____ | _____ |
| 9. | Jefferson Elementary | _____ | _____ | _____ |
| 10. | Kahala Elementary | _____ | _____ | _____ |
| 11. | Kaimuki High | _____ | _____ | _____ |
| 12. | Kaimuki Intermediate | _____ | _____ | _____ |
| 13. | Kaiser High | _____ | _____ | _____ |
| 14. | Kalani High | _____ | _____ | _____ |
| 15. | Kamiloiki Elementary | _____ | _____ | _____ |
| 16. | Koko Head Elementary | _____ | _____ | _____ |
| 17. | Kuhio Elementary | _____ | _____ | _____ |
| 18. | Liholiho Elementary | _____ | _____ | _____ |
| 19. | Liliuokalani Elementary | _____ | _____ | _____ |
| 20. | Lunalilo Elementary | _____ | _____ | _____ |
| 21. | Manoa Elementary | _____ | _____ | _____ |
| 22. | Niu Valley Intermediate | _____ | _____ | _____ |
| 23. | Noelani Elementary | _____ | _____ | _____ |

Offeror: _____

GROUP I: HONOLULU DISTRICT I**Part A - Guaranteed Maintenance Service (continued)**

| Item No. | School | Bid Price Per Month | for Initial Contract Period of 12 months | Total Bid Total for Supp 1 or 2 of 12 months |
|-------------|-------------------------|------------------------|--|---|
| 24. | Palolo Elementary | \$_____ | \$_____ | \$_____ |
| 25. | Waialae Elementary | _____ | _____ | _____ |
| 26. | Waikiki Elementary | _____ | _____ | _____ |
| 27. | Washington Intermediate | _____ | _____ | _____ |
| 28. | Wilson Elementary | _____ | _____ | _____ |
| 29. | Wilson District Office | _____ | _____ | _____ |

TOTAL BID PRICE (Items 1-29)

FOR GROUP I, PART A: \$_____ \$_____1998-1999 CONTRACT YEAR PRICE: \$_____
(Bid Price Per Month x 12 Months for all items)1999-2000 SUPPLEMENT 1 PRICE: +\$_____
(Bid Price Per Month x 12 Months for all items)2000-2001 SUPPLEMENT 2 PRICE: +\$_____
(Bid Price Per Month x 12 Months for all items)**TOTAL BID PRICE FOR 3-YEAR PERIOD FOR EVALUATION PURPOSES:=\$_____ ****
(GROUP I, PART A)

Offeror: _____

GROUP I: HONOLULU DISTRICT I
Part B - Chemical Water Treatment Service

| | <u>Monthly or Semi-Annual Bid Price</u> | <u>Number of Monthly or Semi-Annual Servicing</u> | <u>Total Annual Bid Price for Initial Contract Period</u> | <u>Number of Monthly or Semi-Annual Servicing</u> | <u>Total for Supp. 1 or 2</u> |
|--|---|---|---|---|-----------------------------------|
| 1. Ala Wai Elementary | \$_____ | 2 | \$_____ | 2 | \$_____ |
| 2. Jarrett Intermediate | _____ | 2 | _____ | 2 | _____ |
| 3. Kaimuki High | _____ | 12 | _____ | 12 | _____ |
| 4. Liliuokalani Elementary | _____ | 2 | _____ | 2 | _____ |
| 5. Manoa Elementary | _____ | 2 | _____ | 2 | _____ |
| 6. Washington Intermediate | _____ | 2 | _____ | 2 | _____ |
| 7. Wilson Elementary | _____ | 2 | _____ | 2 | _____ |
| TOTAL BID PRICE (Item 1-7) | | | | | |
| GROUP I, PART B: | \$_____ | | \$_____ | | |
| 1998-1999 CONTRACT YEAR PRICE: (Bid Price Per Month x as noted for each item) | | | \$_____ | | |
| 1999-2000 SUPPLEMENT 1 PRICE: (Bid Price Per Month x as noted for each item) | | | +\$_____ | | |
| 2000-2001 SUPPLEMENT 2 PRICE: (Bid Price Per Month x as noted for each item) | | | +\$_____ | | |
| TOTAL BID PRICE FOR 3-YEAR PERIOD FOR EVALUATION PURPOSES: (GROUP I, PART B) | | | \$_____ ** | | |

Offeror: _____

GROUP I: HONOLULU DISTRICT I

Part C - Estimated Extra Work Service Hours/Year for Bid Evaluation Purposes Only

(This rate shall be the standard hourly rate charged by the bidder and NOT an overtime rate)

1. \$_____/hour x Est. 200 hours/year \$_____**
x 3 years

TOTAL BID PRICE FOR 3-YEAR PERIOD FOR EVALUATION PURPOSES: = \$_____**
(GROUP I, PART C)

TOTAL SUM BID PRICE FOR EVALUATION PURPOSES: \$_____**
(TOTAL OF GROUP I: PARTS A, B & C)

** This amount is for bid evaluation purposes only.

Offeror: _____

GROUP II: CENTRAL DISTRICT**Part A - Guaranteed Maintenance Service**

| Item No. | School | Bid Price Per Month | Total Bid for Initial Contract Period of 12 months or as Noted | Total for Supp 1 or 2 of 12 months or as Noted* |
|-------------|---|------------------------|--|--|
| 1. | Aiea High | \$ _____ | \$ _____ | \$ _____ |
| 2. | Aiea Intermediate | _____ | _____ | _____ |
| 3. | Aliamanu Intermediate | _____ | _____ | _____ |
| 4. | Kipapa Elementary | _____ | _____ | _____ |
| 5. | Leilehua High | _____ | _____ | _____ |
| 6. | Makalapa Elementary | _____ | _____ | _____ |
| 7. | Mililani High | _____ | _____ | _____ |
| 8. | Mililani Intermediate (Effective 7/1/99)-Supp 1 Buildings A, B, C-Cafe, D and G | _____* | -0- | _____* |
| | (Effective 7/1/00)-Supp 2 Buildings C-Music, E, F and H | _____* | -0- | _____* |
| 9. | Mililani Mauka Elementary | _____ | _____ | _____ |
| 10. | Mililani Uku Elementary | _____ | _____ | _____ |
| 11. | Mililani Waena Elementary | _____ | _____ | _____ |
| 12. | Moanalua Elementary | _____ | _____ | _____ |
| 13. | Moanalua High | _____ | _____ | _____ |
| 14. | Moanalua Intermediate | _____ | _____ | _____ |
| 15. | Mokulele Elementary | _____ | _____ | _____ |
| 16. | Pearl Ridge Elementary (Initial Contract, Library) | _____ | _____ | _____ |
| | (Effective 7/1/99)-Supp 1 Building C | _____* | -0- | _____* |
| 17. | Radford High | _____ | _____ | _____ |
| 18. | Red Hill Elementary | _____ | _____ | _____ |
| 19. | Salt Lake Elementary | _____ | _____ | _____ |
| 20. | Alvah Scott Elementary | _____ | _____ | _____ |
| 21. | Wahiawa Intermediate | _____ | _____ | _____ |

Offeror: _____

GROUP II: CENTRAL DISTRICT**PART A - Guaranteed Maintenance Service (continued)**

| Item No. | School | Bid Price Per Month | Total Bid for Initial Contract Period of 12 months or as Noted | Total for Supp 1 or 2 of 12 months or as Noted* |
|------------------------------|----------------------|------------------------|--|--|
| 22. | Waialua Elementary | \$ _____ | \$ _____ | \$ _____ |
| 23. | Waialua High | _____ | _____ | _____ |
| 24. | Waimalu Elementary | _____ | _____ | _____ |
| 25. | Webbing Elementary | _____ | _____ | _____ |
| 26. | Wheeler Elementary | _____ | _____ | _____ |
| 27. | Wheeler Intermediate | _____ | _____ | _____ |
| TOTAL BID PRICE (Items 1-27) | | | | |
| FOR GROUP II, PART A: | | \$ _____ | \$ _____ | |

1998-1999 CONTRACT YEAR PRICE: \$ _____
(Bid Price Per Month x 12 Months for all items
except Item 8 and Item 16 - Supp 1 which are
\$0 and not included)

1999-2000 SUPPLEMENT 1 PRICE: +\$ _____
(Bid Price Per Month x 12 Months for all items
except Item 8 - Supp 2 which is \$0 and not included)

2000-2001 SUPPLEMENT 2 PRICE: +\$ _____
(Bid Price Per Month x 12 Months for all items)

TOTAL BID PRICE FOR 3-YEAR PERIOD FOR EVALUATION PURPOSES:= \$ _____ **
(GROUP II, PART A)

Offeror: _____

GROUP II: CENTRAL DISTRICT

Part B - Chemical Water Treatment Service

| | <u>Monthly or Semi-Annual Bid Price</u> | <u>Number of Monthly or Semi-Annual Servicing</u> | <u>Total Annual Bid Price for Initial Contract Period</u> | <u>Number of Monthly or Semi-Annual Servicing</u> | <u>Total for Supp. 1 or 2</u> |
|--------------------------------|---|---|---|---|-----------------------------------|
| 1. Aliamanu Intermediate | \$_____ | 2 | \$_____ | 2 | \$_____ |
| 2. Mililani High (Bldg K & M) | _____ | 2 | _____ | 2 | _____ |
| 3. Mililani Intermediate | _____ | 12 | -0- | 12 | _____ |
| 4. Mililani Mauka Elementary | _____ | 2 | _____ | 2 | _____ |
| 5. Moanalua High | _____ | 12 | _____ | 12 | _____ |
| 6. Moanalua Inter (Bldg C & K) | _____ | 2 | _____ | 2 | _____ |
| 7. Red Hill Elementary | _____ | 2 | _____ | 2 | _____ |

TOTAL BID PRICE (Items 1-7)

FOR GROUP II, PART B: \$_____

\$_____

1998-1999 CONTRACT YEAR PRICE:

(Bid Price Per Month x as noted for each item
except Item 3 which is \$0 and not included)

\$_____

1999-2000 SUPPLEMENT 1 PRICE:

(Bid Price Per Month x as noted for each item)

+\$_____

2000-2001 SUPPLEMENT 2 PRICE:

(Bid Price Per Month x as noted for each item)

+\$_____

TOTAL BID PRICE FOR 3-YEAR PERIOD FOR EVALUATION PURPOSES:=
(GROUP II: PART B)

\$_____**

* This amount will be included in a contract modification or future supplement as applicable.

** This amount is for bid evaluation purposes only.

Offeror: _____

GROUP II: CENTRAL DISTRICT

Part C - Estimated Extra Work Service Hours/Year for Bid Evaluation Purposes Only

(This rate shall be the standard hourly rate charged by the bidder and NOT an overtime rate)

1. \$_____/hour x Est. 200 hours/year \$_____**
x 3 years

TOTAL BID PRICE FOR 3-YEAR PERIOD FOR EVALUATION PURPOSES: = \$_____**
(GROUP II, PART C)

TOTAL SUM BID PRICE FOR EVALUATION PURPOSES: \$_____**
(TOTAL OF GROUP II: PARTS A,B & C)

* This amount will be included in a contract modification or future supplement as applicable.

** This amount is for bid evaluation purposes only.

Offeror:_____

GROUP III: WINDWARD DISTRICT
Part A - Guaranteed Maintenance Service

| Item No. | School | Bid Price Per Month | | Total Bid for Initial Contract Period for 12 months or as Noted | | Total for Supp 1 or 2 of 12 months or as Noted* |
|-------------|--------------------------------|------------------------|-----|---|-----|--|
| 1. | Ahuimanu Elementary | \$_____ | | \$_____ | | \$_____ |
| 2. | Aikahi Elementary | _____ | | _____ | | _____ |
| 3. | Castle High | _____ | | _____ | | _____ |
| 4. | Enchanted Lake Elementary | _____ | | _____ | | _____ |
| 5. | Hauula Elem | _____ | | _____ | | _____ |
| 6. | Heeia Elementary (Eff: 9/1/98) | _____ | x10 | _____ | x12 | _____ |
| 7. | Kahuku High | _____ | | _____ | | _____ |
| 8. | Kailua High | _____ | | _____ | | _____ |
| 9. | Kailua Intermediate | _____ | | _____ | | _____ |
| 10. | Kainalu Elementary | _____ | | _____ | | _____ |
| 11. | Kalaheo High | _____ | | _____ | | _____ |
| 12. | Kaneohe Elementary | _____ | | _____ | | _____ |
| 13. | Kapunahala Elementary | _____ | | _____ | | _____ |
| 14. | Keolu Elementary | _____ | | _____ | | _____ |
| 15. | King Intermediate | _____ | | _____ | | _____ |
| 16. | Laie Elementary | _____ | | _____ | | _____ |
| 17. | Lanikai Elementary | _____ | | _____ | | _____ |
| 18. | Maunawili Elementary | _____ | | _____ | | _____ |
| 19. | Mokapu Elementary | _____ | | _____ | | _____ |
| 20. | Parker Elementary | _____ | | _____ | | _____ |
| 21. | Pope Elementary | _____ | | _____ | | _____ |

Offeror: _____

GROUP III: WINDWARD DISTRICT

Part A - Guaranteed Maintenance Service (continued)

| <u>Item</u> <u>No.</u> | <u>School</u> | <u>Bid Price</u> <u>Per Month</u> | <u>Total Bid</u> <u>for Initial</u> <u>Contract Period</u> <u>for 12 months</u> <u>or as Noted</u> | <u>Total for</u> <u>Supp 1 or 2</u> <u>of 12 months</u> <u>or as Noted*</u> |
|---------------------------|-------------------------|--------------------------------------|--|--|
| 22. | Puohala Elementary | \$ _____ | \$ _____ | \$ _____ |
| 23. | Sunset Beach Elementary | _____ | _____ | _____ |
| 24. | Waiahole Elementary | _____ | _____ | _____ |
| 25. | Waimanalo Elementary | _____ | _____ | _____ |

TOTAL BID PRICE (Items 1-25)

FOR GROUP III, PART A: \$ _____

\$ _____

1998-1999 CONTRACT YEAR PRICE:

(Bid Price Per Month x 12 Months or as noted
for all items)

\$ _____

1999-2000 SUPPLEMENT 1 PRICE:

(Bid Price Per Month x 12 Months for all items)

+\$ _____

2000-2001 SUPPLEMENT 2 PRICE:

(Bid Price Per Month x 12 Months for all items)

+\$ _____

TOTAL BID PRICE FOR 3-YEAR PERIOD FOR EVALUATION PURPOSES:

(GROUP III, PART A)

\$ _____ **

Offeror: _____

GROUP III: WINDWARD DISTRICT

Part B - Chemical Water Treatment Service

| | <u>Monthly or Semi-Annual Bid Price</u> | <u>Number of Monthly or Semi-Annual Servicing</u> | <u>Total Annual Bid Price for Initial Contract Period</u> | <u>Number of Monthly or Semi-Annual Servicing</u> | <u>Total for Supp. 1 or 2</u> |
|---|---|---|---|---|-----------------------------------|
| 1. Ahuimanu Elementary | \$_____ | 2 | \$_____ | 2 | \$_____ |
| 2. Mokapu Elementary | _____ | 2 | _____ | 2 | _____ |
| 3. Pope Elementary | _____ | 2 | _____ | 2 | _____ |
| 4. Sunset Beach Elementary | _____ | 2 | _____ | 2 | _____ |
| TOTAL BID PRICE (Items 1-4): | \$_____ | | \$_____ | | |
| 1998-1999 CONTRACT YEAR PRICE: (Bid Price Per Month x 2 Semiannual for all items) | | | \$_____ | | |
| 1999-2000 SUPPLEMENT 1 PRICE: (Bid Price Per Month x 2 Semiannual for all items) | | | +\$_____ | | |
| 2000-2001 SUPPLEMENT 2 PRICE: (Bid Price Per Month x 2 Semiannual for all items) | | | +\$_____ | | |
| TOTAL BID PRICE FOR 3-YEAR PERIOD FOR EVALUATION PURPOSES:= (GROUP III, PART B) | | | \$_____** | | |

Part C - Estimated Extra Work Service Hours/Year for Bid Evaluation Purposes Only

(This rate shall be the standard hourly rate charged by the bidder and NOT an overtime rate)

| | |
|--|-----------|
| 1. \$_____/hour x Est. 200 hours/year x 3 years | \$_____** |
| TOTAL BID PRICE FOR 3-YEAR PERIOD FOR EVALUATION PURPOSES: = (GROUP III, PART C) | \$_____** |

TOTAL SUM BID PRICE FOR EVALUATION PURPOSES: \$_____**
(TOTAL OF PARTS A, B & C)

* This amount will be included in a contract modification or future supplement as applicable.

** This amount is for bid evaluation purposes only.

Offeror: _____

Bidder shall provide the following information:

Insurance Coverage

| | <u>Carrier</u> | <u>Policy No.</u> | <u>Agent</u> |
|---|----------------|-------------------|--------------|
| 1. Commercial General Liability _____ | _____ | _____ | _____ |
| 2. Workers' Compensation _____ | _____ | _____ | _____ |
| 3. Temporary Disability _____ | _____ | _____ | _____ |
| 4. Prepaid Health Care _____ | _____ | _____ | _____ |
| 5. Unemployment Insurance: State of Hawaii I.D. No. _____ | | | |

Bidder shall provide information regarding subcontractor(s), if any, to be used for this IFB:

Subcontractor Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

Type of work to be performed by Subcontractor:

Offeror: _____

**GUARANTEED MAINTENANCE SERVICE AND CHEMICAL WATER TREATMENT
OF AIR CONDITIONING AND VENTILATING EQUIPMENT
AT HONOLULU (DISTRICT I), CENTRAL AND WINDWARD,
OAHU SCHOOL DISTRICTS**

QUALIFICATION FORM

The bidder and his personnel shall meet the Experience and Personnel Qualifications as indicated in the Special Provisions of this bid. Please complete this form as fully and explicitly as possible to facilitate our evaluation of your firm. Use additional sheets and substantiating documents when necessary.

Exact Legal Name of Air Conditioning Contractor: _____

Business Location: _____
Street Address

City State Zip Code

Telephone Number: _____ Fax Number: _____

Air Conditioning Contractor's License Number: _____

Contact Person Name: _____

- I. Contractor's number of consecutive years of experience (immediately prior to bid opening date) in the field of air conditioning and ventilation equipment maintenance and repair service: _____

Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification descriptions? Yes _____ No _____ If yes, list positions: _____

II. List at least two (2) journeymen refrigeration/air conditioning mechanics who will be assigned to this contract who have a minimum of five (5) years of centrifugal/screw chiller maintenance/repair experience and who have performed a minimum of five (5) 10,000-hour overhauls (tear-down and re-build chillers) within the last five (5) years. Each journeyman mechanic shall have successfully completed a course of study in the field of temperature or pneumatic control and refrigeration systems. Each journeyman mechanic must have a refrigerant universal certification classification as indicated in the Specifications.

1. Journeyman Mechanic's Name: _____

a. Number of years of experience: _____

b. Number of years with present company: _____

c. Title of and date that course of study completed: _____

d. Names and Dates of previous companies worked for that mechanic performed centrifugal/screw chiller maintenance/repair:

| <u>Dates</u> | <u>Employers</u> |
|--------------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

e. List Buildings or Companies where centrifugal/screw chiller maintenance/repair was performed and Dates of such service:

| <u>Dates</u> | <u>Building/Company</u> |
|--------------|-------------------------|
| _____ | _____ |
| _____ | _____ |

f. List Dates, Locations, Manufacturer, and Model Nos. of centrifugal/screw chillers for which 10,000 hour overhauls were performed. Mechanic must have performed a minimum of five (5) 10,000 hour overhauls within the last five (5) years. Also list the Names and Telephone Numbers of persons to contact to verify that the above overhauls were performed

| <u>Date</u> | <u>Location</u> | <u>Mfg-Model</u> | <u>Contact Person</u> | <u>Phone</u> |
|-------------|-----------------|------------------|-----------------------|--------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

2. Journeyman Mechanic's Name:_____

a. Number of years of experience:_____

b. Number of years with present company:_____

c. Title of and date that course of study completed:

d. Names and Dates of previous companies worked for that mechanic performed centrifugal/screw chiller maintenance/repair:

Dates Employers

e. List Buildings or Companies where centrifugal/screw chiller maintenance/repair was performed and Dates of such service:

Dates Building/Company

f. List Dates, Locations, Manufacturer, and Model Nos. of centrifugal/screw chillers for which 10,000 hour overhauls were performed. Mechanic must have performed a minimum of five (5) 10,000 hour overhauls within the last five (5) years. Also list the Names and Telephone Numbers of persons to contact to verify that the above overhauls were performed

Date Location Mfgr-Model Contact Person Phone

III. List at least three (3) journeymen refrigeration/air conditioning mechanics who will be assigned to this contract to perform other than centrifugal/screw chiller maintenance/repair work. One separate individual journeymen mechanic minimum per each school district. Each mechanic must have a minimum of three (3) consecutive years (immediately prior to the bid opening) of maintenance and repair experience on types of equipment as indicated in the Specifications. Each journeyman mechanic shall have successfully completed a course of study in the field of temperature or pneumatic control and refrigeration systems. Each journeyman mechanic must have a refrigerant universal certification classification as indicated in the Specifications.

1. Journeyman Mechanic's Name:_____

a. Number of years of experience:_____

b. Number of years with present company:_____

c. Title of and date that course of study completed:

d. List types of experience (Dates, Buildings, Locations, Points of Contact):

| <u>Dates</u> | <u>Building/Location</u> | <u>Contact Person</u> | <u>Phone</u> |
|--------------|--------------------------|-----------------------|--------------|
|--------------|--------------------------|-----------------------|--------------|

2. Journeyman Mechanic's Name:_____

a. Number of years of experience:_____

b. Number of years with present company:_____

c. Title of and date that course of study completed:

d. List types of experience (Dates, Buildings, Locations, Points of Contact):

| <u>Dates</u> | <u>Building/Location</u> | <u>Contact Person</u> | <u>Phone</u> |
|--------------|--------------------------|-----------------------|--------------|
|--------------|--------------------------|-----------------------|--------------|

3. Journeyman Mechanic's Name:_____

a. Number of years of experience:_____

b. Number of years with present company:_____

c. Title of and date that course of study completed:

d. List types of experience (Dates, Buildings, Locations,
Points of Contact):

| <u>Dates</u> | <u>Building/Location</u> | <u>Contact Person</u> | <u>Phone</u> |
|--------------|--------------------------|-----------------------|--------------|
|--------------|--------------------------|-----------------------|--------------|

IV. List at least three (3) refrigeration/air conditioning mechanics who will be assigned to this contract to assist the journeyman refrigeration/air conditioning mechanics. One mechanic minimum per each school district. Each mechanic must have a minimum of two (2) consecutive years of maintenance/repair experience and must have a refrigerant universal certification classification.

1. Mechanic's Name:_____

a. Number of years of experience:_____

b. Number of years with present company:_____

c. List types of experience:

| <u>Dates</u> | <u>Building/Location</u> | <u>Experience</u> |
|--------------|--------------------------|-------------------|
|--------------|--------------------------|-------------------|

2. Mechanic's Name:_____

a. Number of years of experience:_____

b. Number of years with present company:_____

c. List types of experience:

| <u>Dates</u> | <u>Building/Location</u> | <u>Experience</u> |
|--------------|--------------------------|-------------------|
|--------------|--------------------------|-------------------|

3. Mechanic's Name:_____

a. Number of years of experience:_____

b. Number of years with present company:_____

c. List types of experience:

| <u>Dates</u> | <u>Building/Location</u> | <u>Experience</u> |
|--------------|--------------------------|-------------------|
|--------------|--------------------------|-------------------|

V. REFERENCES

Bidder shall list at least five references in the State of Hawaii other than the State of Hawaii government, for whom bidder has performed a total coverage mechanical maintenance service of air conditioning and ventilating equipment and temperature control systems on a regular basis, that is similar in nature and volume to the services specified in this bid, that will qualify bidder to perform the project.

The State reserves the right to reject a bid submitted by any bidder whose performance on other jobs for this type of service has been proven unsatisfactory.

| <u>Name of Firm</u> <u>Telephone & Fax</u> | <u>Address</u> | <u>Person to Contact</u> |
|---|----------------|--------------------------|
|---|----------------|--------------------------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

**SPECIFICATIONS FOR
GUARANTEED MAINTENANCE SERVICE OF
AIR CONDITIONING AND VENTILATING EQUIPMENT
AT HONOLULU (DISTRICT I), CENTRAL, AND WINDWARD,
OAHU SCHOOL DISTRICTS**

I. SCOPE

The Contractor shall furnish all labor, materials, parts, tools, lubricants, refrigerant, equipment, transportation and supervision necessary for the complete inspection, maintenance and repairs to the air conditioning and ventilating equipment located at Honolulu (District I), Central, and Windward, Oahu School Districts as listed herein. The Contractor shall completely guarantee the satisfactory operation of all air conditioning and ventilating systems within the scope of this contract.

II. DESCRIPTION OF WORK

The Contractor shall repair or replace all worn, failed or doubtful components and parts, including tube/coil failures - regardless of cause, to ensure satisfactory operation of the air conditioning and ventilation systems. Replacement parts shall be of similar design and quality to maintain systems integrity and serviceability. The Contractor is responsible for the electrical and control portions of each unit from the circuit breaker in the electrical panel.

The Contractor shall perform complete maintenance and repair service, including inspections and trouble calls for all equipment included in this contract. The service shall consist of thorough maintenance work in accordance with the best commercial practices governing the maintenance of air conditioning systems. Such service shall include regularly scheduled maintenance tasks and inspections for each unit listed herein. All maintenance services shall be as specified and shall be subject to inspection and approval by the Contract Administrator. The guaranteed full service maintenance contract shall not relieve the Contractor from performing the specified scheduled maintenance services.

The Contractor shall be totally responsible for all costs necessary to maintain and repair all systems (equipment, piping, ductwork, insulation, etc.) for complete and satisfactory operation. Any questions as to the satisfactory performance of maintenance service and repairs and the satisfactory operation of all equipment and systems shall be determined by the Contract Administrator.

The Contractor shall not be responsible for repairs due to flagrant vandalism, fire, storm or related damages which can be attributed to causes beyond his control. However, the Contractor shall be responsible for such repairs if the damages are caused by the Contractor's failure to properly maintain and repair the equipment, e.g., failure to reinstall protective covers causes motor to burn during rainstorm.

All services performed by the Contractor shall include applicable items listed but shall not be limited to the following maintenance tasks:

A. AIR HANDLING UNITS/FAN COIL UNITS

Monthly

1. Clear and clean all drip pans and all related condensate drain lines. (Contractor may be liable for water damages

A. AIR HANDLING UNITS/FAN COIL UNITS

Monthly (continued)

- due to clogged drains). Install pan tablets if necessary to control algae.
2. Change all air filters including automatic filters as required, **but at least once every two months**. Use 2" pleated type FARR 30/30 or equal.
 3. Wash permanent type filters with an approved detergent and spray coat with an approved filter treatment solution. Replace deteriorated permanent type filters which cannot be cleaned.
 4. Lubricate and oil all fan and motor bearings and connections of dampers and vanes and check controls to insure proper operation.
 5. Operate equipment to check for proper operation, unusual noise and vibration. Adjust, repair and correct all discrepancies before certifying service report.

Semi-Annually

1. Adjust alignment of bearings, sheaves, lubricate fan and motor bearings. Replace worn or noisy bearings or sheaves.
2. Wash cooling coils and clean all dirt accumulation, using high pressure air/water washer, steam or chemical coil cleaner as necessary.
3. Clean all supply and return air grilles, registers and diffusers and exterior surfaces of all related Air Conditioning Equipment. Clean fresh air intake grille and damper and repair or replace deteriorated bird screens.
4. Check and adjust belt tension with deflection gauge and replace worn belts.

Annually

1. Check pressure drop and temperature differential across coils and log readings. Clean strainers, check vents and drains on chill water coils.
2. Replace all fresh intake filter bags, with new bags where applicable.
3. Secure all loose housing, seal leaks and touch-up paint after cleaning all rust.
4. Calibrate pneumatic and/or electric temperature controls.
5. Clean all fan wheels & interior housings.

B. TEMPERATURE CONTROLS

a. Pneumatic

Monthly

1. Clean all external parts of air compressor and drive, adjust belt, replace belt or sheaves as required.
2. Drain tank and check and clean traps.
3. Inspect entire air systems for leaks and repair.
4. Check thermostats and control valves and actuators for proper operation.

Semi-Annually

1. Check oil in air compressor, change all air filters.
2. Inspect valve assemblies, check and adjust.
3. Adjust and calibrate pneumatic and related controls as required.
4. Record compressor running time and cut-in, cut-out pressures.

Annually

1. All controllers, including smoke detecting systems, shall be checked for calibration, presence of moisture or oils, control port and seat alignment and response of capillaries; and shall be repaired and calibrated as required.
2. All control devices shall be checked for leaks, sticking stems, air tightness, broken or weak springs, ruptured diaphragms, and shall be lubricated, repaired, and adjusted as required. Control valve repair to include repacking, rediscing and reseating, as required.
3. All automatic dampers shall be checked for tight closing, bent blades, defective linkage, and shall be repaired as required.
4. Each air compressor shall be checked for pressure settings, operating time, belt tightness and wear, presence of moisture, safety valve operation and oil level, and all necessary repairs and adjustments shall be made. Electric motor bearings shall be lubricated. Compressed air filters shall be cleaned and/or replaced. Change crankcase oil.
5. Repair or replace worn parts or complete controls with new or reconditioned equivalents, as conditions warrant.

B. TEMPERATURE CONTROLS (continued)

b. Electric

Semi-Annually

1. Check and calibrate all controllers and control devices, including valves and actuators. Lubricate, repair and adjust as required, including repacking, rediscing, and reseating of control valves as required.
2. Check operation, lubricate and adjust control dampers. Check for tight closing, bent blades, defective linkage, etc. and repair as required.
3. Dust clean by compressed air or electrical solvent on all control devices.

C. PACKAGED WATER CHILLER, RECIPROCATING OR SCREW COMPRESSOR, AIR-COOLED CONDENSER

Monthly Service

1. Check and record entering and leaving water temperatures and pressures of chilled water and water-cooled condenser in "maintenance log book".
2. Check and record refrigerant compressor suction and discharge and oil pressures; check oil heater.
3. Check oil pump operation; service purge compressor and purge system.
4. Visual check for water, refrigerant and oil leakage; correct or repair as required. Check vibration isolator mounts.
5. Check compressor, fan, and motor bearings for abnormal temperature and unusual noise; lubricate and/or replace as required.
6. Adjust chilled water temperature setting for seasonal change.
7. Check refrigerant sight glass; change filter/drier if moisture indicated (DX system). Check compressor oil level and add oil as required.
8. Check air-cooled condenser belt and tension, adjust, or replace as required.
9. Adjust alignment of bearings and sheaves for fans, motors, and compressors, and replace worn or noisy bearings or sheaves.
10. Note and run system operation through complete operating cycle and adjust for proper operation. **Certify performance of monthly maintenance service and correct and report all discrepancies.**

C. PACKAGED WATER CHILLER, RECIPROCATING OR SCREW COMPRESSOR, AIR-COOLED CONDENSER (continued)

Quarterly Service

1. Check chiller response at various cooling load conditions for proper operation and calibration of capacity control system and record settings.
2. Check operation of freezestat and oil failure switch; check safety and purge controls; record settings.
3. Test and adjust "make-up" water and expansion tank.
4. Certify performance of quarterly maintenance service and correct and report all discrepancies.

Semi-Annual Service

1. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned (water-cooled).
2. Clean condenser coils with compressed air, nitrogen, high pressure water/air, steam or chemical coil cleaning solution (air-cooled).

Annual Service

1. Test compressor crankcase oil and replace if contaminated or submit oil test results; clean or replace strainer and oil filter.
2. Clean and test refrigerant; replace filter-drier.
3. Inspect purge compressor and drum; clean and replace wearing parts; Electronic leak test entire system and repair leaks.
4. Megger compressor motor and submit report and recommendation; check starter relay and control contacts and electrical connections for tightness and clean as required.
5. Test operate control switches, compressor unloading and safeties; calibrate and record settings. Adjust as required.
6. Check and clean all unit housings (inside and outside and components), seal leaks and remove rust from exterior components and touch-up paint.
7. Submit and certify performance of annual maintenance service and correct and report in writing to Contract Administrator all discrepancies.

D. COOLING TOWER

Monthly Service

1. Check and adjust water make-up float valve and bleed rate.
2. Check general condition of tower interior and water distribution pattern.

D. COOLING TOWER

Monthly Service (continued)

3. Check and lubricate motor and fan bearings.
4. Check all drives for wear; adjust belt tension. Replace belts or sheaves as required.
5. Remove foreign materials from inside the tower.
6. Check for leaks, patch, correct or repair as required.

Semi-Annual Service

1. Drain, clean and flush tower; coordinate with water treatment service.
2. Clean tower suction screen, drift eliminators and spray nozzles.

E. VENTILATING FANS (EXHAUST AND SUPPLY)

Quarterly

1. Check motor-controlled and back-draft dampers for proper operation; lubricate linkage for free movement.

Quarterly (continued)

2. Lubricate fan motors and bearings.
3. Check belt wear and tension; adjust or replace as needed.
4. Check sheaves for wear, replace as needed.
5. Check fan collar, bearings and shaft for wear, repair or replace as needed.
6. Replace air filters where installed.

Semi-Annual

1. Check and clean fan wheels and housings of dust, dirt and grease.
2. Remove and wash all intake/exhaust or supply grilles, registers, louvers and dampers, and repair or replace deteriorated bird screens.

F. PUMPS

Monthly

1. Check packing glands or seals on all water pumps for excessive leakage, adjust, repair or replace as required.
2. Check and report pump couplings and bearings for abnormal temperature and undue noise and repair/replace as required.
3. Lubricate motor and pump bearings as necessary.

F. PUMPS (continued)

Semi-Annually

1. Check, remove and clean strainers for all condenser and chilled water pumps after cooling tower cleaning and log suction and discharge pressures.
2. Check motor couplings for alignment; and check that mounting bolts are secure.
3. Check condition of insulation and reinsulate as necessary.

G. PACKAGED OR SPLIT DX AIR CONDITIONING UNITS

Monthly

1. Perform the tasks of **Item A - AIR HANDLING UNITS/FAN COIL UNITS** and **Item C - PACKAGED WATER CHILLER, RECIPROCATING OR SCREW COMPRESSOR, AIR-COOLED CONDENSER**

Quarterly

1. Perform the tasks of **Item C - PACKAGED WATER CHILLER, RECIPROCATING OR SCREW COMPRESSOR, AIR-COOLED CONDENSER**

Semi-Annually

1. Perform the tasks of **Item A - AIR HANDLING UNITS/FAN COIL UNITS** and **Item C - PACKAGED WATER CHILLER, RECIPROCATING OR SCREW COMPRESSOR, AIR-COOLED CONDENSER**

Annually

1. Perform the tasks of **Item A - AIR HANDLING UNITS/FAN COIL UNITS** and **Item C - PACKAGED WATER CHILLER, RECIPROCATING OR SCREW COMPRESSOR, AIR-COOLED CONDENSER**

H. WINDOW AND DUCT-LESS SPLIT DX AIR CONDITIONERS (3-1/2 Tons or Less)

Quarterly Service

1. Clean evaporator and condenser coils with spray coil cleaner; wash unit to remove dirt, oil and debris from fan assembly and chassis.
2. Clean condensate pan and flush drain line.
3. Lubricate compressor and fan motor bearings.
4. Check system refrigerant charge.
5. Furnish and install **new** filter.
6. Run and check units operation and controls through complete cycle.

I. STANDBY AND LEAD-LAG EQUIPMENT (Pumps, Chillers, Cooling Towers, etc.), CONTROL SWITCHES AND TIME CLOCKS

Monthly

1. The Contractor shall be responsible for the operational change-over of all standby and lead-lag equipment.
2. Check lead-in wires to see that all connections are tightly secured. Clean contacts, replace if necessary.
3. Check and adjust time settings as directed or required. Change battery for back-up if appropriate or necessary.
4. Should time clock fail - replace with electronic type with capacitance back-up.
5. Should bypass timer switch fail - replace with adjustable 4-hour programmable electronic selector switch or push button.

Semi-Annually

1. Thoroughly clean out all dust and dirt from inside of housing.
2. Check and tighten loose fasteners and adjust spring tensions as required.
3. Check and operate all release mechanisms to see that they are in proper working order.
4. Clean out all dust and dirt from inside of all electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.

J. VALVES, CONDENSER WATER PIPES, OUTDOOR EQUIPMENT AND SUPPORTS

1. The Contractor shall exercise all equipment shut-off valves annually for proper operation and tightness.
2. Wirebrush, prime and paint rust from piping, equipment and support surfaces to prevent further rusting.

K. CONDENSER AND CHILLED WATER CHEMICAL TREATMENT

1. Bidder may subcontract for the chemicals and water treatment services which shall be provided under this contract by a qualified water treatment company experienced in the business of servicing air conditioning condenser and chilled water systems. **(See attached "Specifications for Water Treatment of Air Conditioning Systems" and refer to the portion of the SPECIAL PROVISIONS regarding SUBCONTRACTING.)**
2. Log and date maintenance service actions in a "Chemical Treatment Log Book" (e.g. monthly water analysis, equipment maintenance and repair, chemical feed set points and adjustments made, annotate amount of each chemical used and on-hand).

L. CLEANING OF MECHANICAL EQUIPMENT ROOMS OR ENCLOSURES

Monthly

1. Vacuum or wipe clean all equipment surfaces and all related appurtenance.
2. Vacuum clean or sweep complete floor and platform areas. **DO NOT wet floor and platform area where there is no waterproofing.**
3. Wet wash complete floor area with tap water where allowed. Remove all used, deteriorated, replaced, discarded parts and related debris.

CAUTION: DO NOT splash water onto the electrical and mechanical equipment.

4. Remove tall grass, brush or other vegetation within enclosure which affects operation or maintenance of equipment.
5. Notify Contract Administrator of any dangerous conditions, Improper storage of furniture, materials and supplies which impacts your work within rooms and enclosures, including vandalism.

III. SPECIAL REPORTS

Prior to commencement with the work on the contract, the Contractor shall submit to the Contract Administrator his monthly inspection schedule for the period of the contract.

The Contractor shall also maintain a separate book, record, documents and other evidence pertaining to the maintenance, repair and costs for each air conditioning system at the various schools to the extent and in such detail as will properly and adequately reflect the past maintenance history and cost (labor, materials, parts and equipment). The Contractor shall also submit an annual updated inventory of equipment, listed by building, at the end of each contract period.

IV. WORK SCHEDULE

The Contractor shall perform total coverage maintenance and repair services to air conditioning systems in the various schools as listed herein, all in accordance with the best commercial practices and as required to provide assurance of safety and operational reliability.

Within seven (7) days after the award of this contract, the Contractor shall submit to the Contract Administrator, in writing, a proposed schedule on inspection, Preventative Maintenance, Maintenance Checklist and Maintenance Record System, all in sufficient detail to show its adequacy in carrying out the terms of this contract. Contractor shall include forms and checklists to be used by his maintenance personnel in the performance of the contract requirements for approval by the State. The State reserves the right to provide the Contractor with preprinted maintenance worksheets to be completed by the Contractor.

All maintenance tasks described herein shall be performed between the hours of 7:30 A.M. to 4:00 P.M. on normal working days, Monday through Friday, excluding State holidays.

IV. WORK SCHEDULE (continued)

- A. Monthly maintenance tasks shall be performed in the last week of the month, normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Monthly service reports shall be certified by a representative of the school. Monthly service shall be performed not less than 3 weeks nor more than 5 weeks from last service period.
- B. Quarterly maintenance tasks shall be performed in September, December, March, and June on normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Quarterly service reports shall be certified by a representative of the school.
- C. Semi-Annual maintenance tasks shall be performed in October and April on normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Semi-Annual service reports shall be certified by a representative of the school.
- D. Annual maintenance tasks shall be performed in the month of July on normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Annual service reports shall be certified by a representative of the school.

The Contractor is required to schedule his work to accommodate classroom times to prevent class disruption and/or may be required to return at a more appropriate time all at no additional cost to the State.

All work performed by the Contractor shall be subject to random periodic inspection and testing by the Contract Administrator or a representative of the Central Services Division and the Department of Education, State of Hawaii. The State reserves the right to have the Contractor present at such inspections to be scheduled by the State periodically.

V. MAINTENANCE CHECKLIST

The Contractor shall prepare and maintain a maintenance checklist and post a checklist on each unit as described herein. The checklist will include the date maintenance was performed, the name of mechanic who performed said maintenance and the type of repair work performed on the unit, if any. It will be the Contractor's responsibility to maintain the checklist by recording the above data after each scheduled maintenance and emergency repairs, and have the checklist available for inspection at the school sites.

At the end of each contract period the Contractor shall submit with their final invoice, completed checklists of all air conditioning and ventilating equipment at each building location. No payment will be made until all completed checklists are received.

VI. EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK

Emergency service required between regular maintenance calls shall be rendered within twenty-four (24) hours after the Contractor is notified, non-work days excluded. **All repairs shall be provided at no additional charge to the State.** The Contractor shall provide copies of the past maintenance history and cost upon request by the Contract Administrator. As repair jobs are completed, Contractor must notify the Contract Administrator daily and not longer than weekly of the status of repairs and estimated completion time.

VI. EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK (continued)

The State reserves the right to request the Contractor to perform maintenance or repairs during off-hours. Whenever the State exercises this right, the State shall compensate the Contractor only for one-half (1/2) the hourly rate provided by bidder on Offer Form Pages OF-5, OF-9 and OF-12 for its employees which includes applicable fringe benefits, mileage, travel and tax costs. The Contractor is responsible for all other costs as if the work was performed during normal working hours.

The Contractor shall notify the State when parts are not readily available to accomplish the repairs. The State reserves the right to have the parts sent by air freight at the expense of the State.

When "chargeable" emergency services or authorized extra work are necessary, the Contractor shall promptly provide the Contract Administrator within 24 hours of the notification of the emergency repair trouble call, with an estimated cost and shall receive advance approval from him prior to performing any such work over 3 hours labor or \$300.00 total cost.

A written quotation shall follow within 48 hours of any "chargeable" emergency services performed, containing the following minimum information:

- a. Description and breakdown of material, parts, labor and subcontractor costs.
- b. Extra costs such as air freight.
- c. Completion date.

Contractor shall bill such "chargeable" emergency services or authorized extra work separately from the contract price. Unless the Contractor is given a separate purchase order authorizing him to make such repairs, the State shall not be held responsible for payment of any such work performed by the Contractor.

VII. TROUBLE CALL PROCEDURES FOR AIR CONDITIONING AND VENTILATION SERVICE CONTRACTS

1. School calls Central Services Division to report air conditioning and ventilation systems problems
2. Contractor shall not respond to calls from schools, but tell schools to call Central Services Division.
3. Central Services Division notifies Contractor of problem and assigns control number.
4. Contractor will call Central Services Division the following day and report the status of the trouble call.
 - a. If completed, Contractor will inform Central Services Division of their evaluation of the trouble and the action taken to remedy the situation.
 - b. If not completed, Contractor will inform Central Services Division of the problem and provide an estimated completion date.
5. Once a week the Contractor shall report on all outstanding trouble calls and their estimated completion date and/or action pending.

VII. TROUBLE CALL PROCEDURES FOR AIR CONDITIONING AND VENTILATION SERVICE CONTRACTS (continued)

6. Central Services Division will inform school of pending actions.
7. Unauthorized extra work performed on a trouble call may not be compensated as determined by the Contract Administrator.

VIII. PARTS AND MATERIALS

The Contractor shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part. Where parts are worn out and cannot be restored, the Contractor shall replace these parts with new parts. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used. **All parts and materials shall be provided at no additional cost to the State.**

The Contractor shall maintain a supply of parts and material that is required for normal repairs of the air conditioning units. The Contractor shall notify the State whenever parts are not locally available to accomplish the repairs. **The State reserves the right to request the parts shipped by air freight at the expense of the State.**

Should the Contractor elect to purchase parts from the mainland at reduced prices, even though the part is available locally, the State reserves the right to require the Contractor to air express (next day delivery) the parts at Contractor's expense.

The contractor shall include all costs necessary to maintain a supply of refrigerant (virgin or equal quality) for the life of the contract and shall maintain a record of refrigerant usage for each location and comply with all government regulations and shall support and protect the State with regard to these regulations. Recovery or storage of refrigerant shall be included at no additional cost to State.

IX. ALLOWABLE COSTS FOR PARTS

If replacement parts or materials are required for "chargeable" emergency services or authorized extra work, the State shall compensate the Contractor for the part(s) at the Contractor's cost, plus labor. The Contractor's material cost mark-up shall not exceed 20%, which shall include shipping, overhead, profit, taxes, and any other incidental expenses. If a subcontractor service is required, the Contractor's mark-up shall be limited to 10%, which shall include all the above mentioned expenses. The Contractor shall substantiate all costs by submitting copy of part or material invoices with their invoice to the State. Use only new, standard parts or material as manufactured by the maker of each unit or part of equal quality.

X. CLEANUP AND WORK PRACTICES

The Contractor shall keep the jobsite free of debris, litter, discarded parts, etc. and shall clean all oil drippings during the daily progress of work. The Contractor shall remove all tools, used or waste oils and fluids, parts and equipment from the service areas upon completion of the work and legally dispose of as required whether hazardous or not.

The Contractor shall exercise caution during the progress of maintenance and repair work to prevent damage to any of the building structures. The Contractor shall restore all damages caused by the Contractor's negligence, at the Contractor's own expense, when requested by the State.

XI. SAFETY PRECAUTIONS

The Contractor is not to perform maintenance and repair work until all switches are de-energized, locked, and tagged. The Contractor shall comply with all applicable safety regulations promulgated by OSHA and other governmental agencies.

**SPECIFICATIONS FOR
WATER TREATMENT OF AIR CONDITIONING SYSTEMS
AT HONOLULU (DISTRICT I), CENTRAL AND WINDWARD,
OAHU SCHOOL DISTRICTS**

GENERAL

1. Bidder may subcontract for the services of a Water Treatment (WT) Contractor who shall provide all necessary equipment, chemicals and services required to control corrosion, scale, and biological growth in the following systems:
 - a. cooling tower,
 - b. condenser, and
 - c. chill water

all in accordance with the specifications, special provisions, and terms and conditions herein; using qualified personnel with a minimum of three (3) years of field experience in maintaining a water treatment program.
2. **A minimum of 10% of the estimated annual usage of chemicals specified herein must be delivered to the service sites within one week of the start date of this contract.** Each package of chemicals delivered shall be labeled with directions for usage per the approved dosage for each chemical.
3. The treatment supplied by the WT Contractor shall be one that has been especially designed and tailor-made for the water being used in each system.
4. The WT Contractor shall warrant that the chemicals used in the water treatment program and offered herein will not endanger the health or safety of persons coming into contact with the materials and will not damage personal or real property as long as the WT Contractor's instructions are followed.
5. The WT Contractor also warrants that the chemicals used in the water treatment program shall have no detrimental effect on the metallic or non-metallic materials in the equipment being treated.
6. The chemical containers and equipment shall be located within a containment system. The WT Contractor shall have an absorbent and/or clean-up system/program which must be available at each site and be approved by the State.

MINIMUM REQUIREMENTS OF THE TREATMENT PROGRAM

1. Scale and Corrosion Control
 - a. Scale and corrosion shall be inhibited by the controlled use of scale and corrosion prevention materials as herein noted.
 - 1) The use of essentially toxic and staining corrosion inhibitors such as chromate will not be permitted. The chilled water system and heat exchanger loop are closed systems and can use nitrate solutions.
 - 2) The use of inhibitors such as the organic phosphorous type will be permitted.

MINIMUM REQUIREMENTS OF THE TREATMENT PROGRAM - continued

- 3) Corrosion inhibitors selected shall have been proven effective by at least two years' usage in the State of Hawaii by the water treatment contractor.
 - 4) Poly-phosphates are not considered effective corrosion inhibitors and shall not be permitted.
 - 5) Perform quarterly impurity mass balance analysis of calcium, magnesium, silicas, and chlorides.
- b. An automatic feed system is generally installed at the service site for the WT Contractor's use; however, the WT Contractor must verify this information and shall install his own feed system if none is currently installed at the site.
- 1) The system shall be a completely automatic proportional pump feed and the bleed-off shall be in direct proportion to equipment load indicated by the makeup water (Condenser Water).
 - 2) Control shall be by means of a solid state conductivity meter and a flow through probe sensor.
 - 3) The controller is to be programmed to bleed-off the system and to regulate a preset solution feed pump.
 - 4) Closed loop by-pass pot feeder (Chilled Water).
- c. The water treatment must constantly prevent the build-up of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. Periodic circulation of inhibited descaling acids will not be considered as meeting these specifications.
- d. The WT Contractor shall furnish and install a certified corrosion test coupon rack (none are presently installed) with coupons to establish corrosion rates in the condenser water system. Corrosion analysis shall be performed quarterly, make required adjustments, submit reports to the State. Corrosion rates shall be less than 2 mils per year for copper and 4 mils per year for steel - both with no pitting.

2. Biological Growth Control

- a. Bacteria, algae and slime growths shall be prevented in all water circuits by using suitable biocides. Total colonies shall not exceed 10,000 using 48-hour incubation dip slides of the easicult variety.
- b. Chemicals may be fed into water circuits requiring continuous make-up by automatic proportional feeding devices or by adding directly to the tower sump as required. Chemicals shall be slug fed into the system on a regular basis and not added continuously.
- c. Oxidizing biocides shall not be used at any time, nor shall they include metallic salts such as tin.

MINIMUM REQUIREMENTS OF THE TREATMENT PROGRAM - continued

3. Chemicals

- a. All chemicals shall be supplied in their original factory containers and no dilution of chemicals is allowed. Handling of chemicals shall be by the WT Contractor and shall include specific application information, safety, and quality control information.
- b. The chemicals provided must meet OSHA, Environmental Protection Agency, and OEQC requirements for safety to personnel and the environment, and must be approved by the State.
- c. All chemicals supplied shall have been registered and in satisfactory use in Hawaii for at least two years. Bidder may be required to provide evidence of satisfactory performance of the chemicals offered. The State shall be the sole judge of such satisfaction and the State's decision shall be final.
- d. Chemicals, other than those presently being used in the water treatment program, hereinafter referred as "new chemicals", shall be compatible with the existing chemicals, scale and corrosion inhibitor and broad spectrum bacteriostat.
 - 1) Verification by an independent testing laboratory for the compatibility of the new chemicals shall be submitted upon award and prior to commencement of work.
 - 2) This verification is required for all chemicals not presently being used in the treatment program.
 - 3) Should the new chemicals be determined to be incompatible with the chemicals presently in use, the WT Contractor shall be responsible for flushing the system to remove all chemicals before the new chemicals are introduced into the system. Any damages to the system resulting from the failure of the WT Contractor to satisfactorily flush the system shall be repaired by the WT Contractor at his expense and at no cost to the State.
- e. The State will require the WT Contractor to use the State's existing stock of chemicals before purchasing additional chemicals. **If the existing chemicals are not compatible with the new chemicals, they shall be disposed of by the WT Contractor at no cost to the State.**

SERVICE REQUIREMENTS

1. Upon award of the contract the representative designated in the bid by the WT Contractor shall visit the service sites to make an initial detailed condenser and raw water analysis and quarterly analysis (impurity mass balances) to establish and verify the prescribed treatment program respectively.
 - a. The initial service call shall include establishment of treatment dosages, bleed schedules, and interval to replenish chemicals for automatic feed system.

SERVICE REQUIREMENTS - continued

- b. The WT Contractor shall submit report on the results of the initial water analysis and the prescribed water treatment program including findings and recommendations. This report shall be submitted within three (3) calendar days following the service call to the State.
 - c. The WT Contractor shall also submit supplemental monthly and quarterly reports subsequent to any changes required in the initial prescribed water treatment program.
- 2. The designated representative of the WT Contractor shall make service calls and water analysis at intervals of a maximum of thirty (30) calendar days. He shall notify the Contract Administrator prior to conducting the test and upon completion of the test.
 - a. The representative shall make initial application of each material and shall continuously furnish specific treatment of the water as required.
 - b. He shall also investigate any unusual conditions pertaining to scale deposition as indicated by condenser operating data, corrosion, and algae growths, and implement corrective action, as required.
 - c. The WT Contractor shall submit the results of the water analysis and the prescribed water treatment including findings and recommendations in a report. This report shall be submitted within three (3) calendar days following the service call to the sites.
- 3. The WT Contractor shall be totally responsible for a continuous water treatment program.
 - a. He shall coordinate with others for cooling tower cleaning and tube cleaning as required by each site condition.
 - b. Chiller tube box for inspection shall be coordinated with the State as necessary. Only one (1) chiller per site can be down at any time.
 - c. He shall coordinate with other air conditioning maintenance contractors maintaining a common building system to accomplish a total air conditioning system maintenance program.
 - d. The WT Contractor shall be totally responsible for the WT equipment and shall maintain, repair, alter, and replace as required.
- 4. Condenser Water Chemical Feed System shall be serviced monthly as follows:
 - a. Check chemical feed pumps for proper operation.
 - b. Check agitator motor where applicable.
 - c. Check condition of chemical drums and refill as required.
 - d. Check operations of automatic chemical controller system for proper operation.

SERVICE REQUIREMENTS - continued

- e. Calibrate chemical feed as required by water analysis from test results.
 - f. Remove empty chemical containers and clean area.
 - g. Certify that system has received monthly service and report all adjustment/discrepancies.
- 5. Chilled Water Chemical System shall be serviced semi-annually as follows:
 - a. Check chemical concentration and add chemicals as required.
 - b. Certify that the system has been checked and report all concentrations and/or additions.
- 6. The WT Contractor shall maintain a "service log" at each chiller room for recording the following information for each visit:
 - a. Date of service.
 - b. Items serviced.
 - c. Quantities of each chemical used.
 - d. Name of service representative.
- 7. All work done and all material furnished shall be subject to inspection and approval of the Contract Administrator so as to ascertain that the services rendered are in accordance with the requirements and intentions of the specifications, special provisions, and the general conditions.

PENALTIES

- 1. The WT Contractor shall clean the systems at no cost to the State within thirty (30) days of discovery of the Contractor's failure to meet minimum and service requirements.
- 2. If the corrosion rate exceeds 2 mils per year for copper and/or 4 mils per year for steel, the WT Contractor shall be assessed damages of \$3,000.00 per chiller in the system.
- 3. If the bacterial population in the condenser water exceeds 10,000 colonies, the WT Contractor shall take immediate corrective action to reduce the population below 10,000 colonies without the use of oxidizing biocides.
- 4. If algae growth in the cooling towers is judged to be out of control by the State, the WT Contractor shall take immediate corrective action without the use of oxidizing biocides.
- 5. The WT Contractor may be assessed \$25.00 per incident for each and every calendar day from the date of non-compliance. If the WT Contractor fails to correct any condition which does not meet the minimum and service requirements indicated above, the State shall have the option to require the Contractor to replace the WT Contractor and to not allow the WT Contractor to bid or participate in any future State work.

PENALTIES - continued

6. If water meter readings indicate excessive water usage by the condenser water system in the absence of mechanical problems in the system, the cost of the excess water used as calculated by the State will be deducted from the WT Contractor's billing to the State.

SPECIAL PROVISIONS

SCOPE

The furnishing of Guaranteed Maintenance Service and Chemical Water Treatment of Air Conditioning and Ventilating Equipment at Honolulu (District I), Central, and Windward, Oahu School Districts shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, and on the internet at <http://www.state.hi.us>.

CONTRACT ADMINISTRATOR

Mr. James Richardson, Program Manager, Department of Accounting and General Services, acting either directly or through his authorized representative, is designated Contract Administrator. The telephone number at which he may be reached is 831-6731.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing Guaranteed Maintenance Service and Chemical Water Treatment of Air Conditioning and Ventilating Equipment at Honolulu (District I), Central and Windward, Oahu School Districts for a period of twelve (12) months commencing on July 1, 1998 and ending June 30, 1999. Unless terminated, and subject to availability of funds, the contract may be extended by the State for not more than four (4) additional twelve (12) month periods, or a portion thereof, without rebidding, upon mutual agreement in writing at least ninety (90) days prior to expiration. The monthly contract price shall remain the same as the previous year's contract price unless it is negotiated as set forth in the Contract Price Adjustment provision which follows.

If the option to extend is mutually agreed upon, Contractor shall be required to execute a supplement to the contract for each extended period. Each additional twelve month period will be from July 1 to June 30.

The State or the Contractor may terminate the extended contract at any time upon ninety (90) days prior written notice.

CONTRACT PRICE ADJUSTMENT

Request for contract price adjustment may be approved, effective July 1st of each extended contract period, provided that such adjustment meets the following:

1. Seventy percent (70%) of the contract price for furnishing guaranteed maintenance service may be adjusted, provided the wages paid to a State Air Conditioning Mechanic I, BC-10, is adjusted due to contract negotiations during the contract period previous to the extension being negotiated.
2. Adjustment of the contract price shall be limited to the percent of adjustment in wages paid to the aforementioned State position, provided however, where Contractor's wages exceed that paid to the aforementioned State position and the percentage increase in Contractor's wages made during the contract period previous to the extension being negotiated, is less than the percentage increase to State employee's wages, increase will be limited to the percent of adjustment of the Contractor's wages.

CONTRACT PRICE ADJUSTMENT (continued)

3. Thirty percent (30%) of the contract price shall not be subject to increase.

Note that if a price adjustment is not requested by the Contractor for any extended contract period, it cannot be requested during a future extension period. For example, if a price adjustment is requested during the second contract extension period but not during the first contract extension period, the price adjustment, if approved, will include an adjustment for the second extension period only, not both the first and second extension period - it is **not retroactive**.

BIDDER QUALIFICATION

Experience and Personnel Qualifications. Bidder shall have a minimum of five (5) consecutive years experience (immediately prior to the bid opening date), in the field of air conditioning and ventilation equipment maintenance and repair service of centrifugal, screw and reciprocating chillers. All bidders must be able to produce documented maintenance and repair experience to substantiate their claim of experience.

Bidder shall have a service facility on the island of Oahu from where they conduct business and will be accessible to telephone calls, complaints or emergency service requests. **Service facility information shall be furnished on Qualification Form, page Q-1.**

The bidder shall have at least two (2) journeymen refrigeration/air conditioning mechanics assigned to this contract who are regular employees of the bidder, each with a minimum of five (5) years of centrifugal/screw chiller maintenance and repair experience on similar types of equipment as indicated in these specifications. Each mechanic shall have performed a minimum of five (5) 10,000 hour overhauls within the last five (5) years on similar types of equipment as indicated in these specifications. **The bidder shall furnish the above information for centrifugal/screw chiller personnel on Qualification Form, pages Q-2 and Q-3.**

In addition to the two centrifugal/screw chiller personnel, the bidder shall have at least three (3) journeymen refrigeration/air conditioning mechanics assigned to this contract, one for each school district, to perform air conditioning and ventilating equipment maintenance and repair who are regular employees of the bidder. The three (3) journeymen mechanics shall each have a minimum of three (3) consecutive years of maintenance and repair experience on similar types of equipment as indicated in these Specifications OTHER THAN centrifugal or screw chillers. **The bidder shall furnish the above information for the journeyman refrigeration/air conditioning personnel to be assigned to a school district on Qualification Form, pages Q-4 and Q-5.**

The bidder shall also have at least three (3) refrigeration/air conditioning mechanics assigned to this contract to assist the journeymen mechanics perform air conditioning and ventilating equipment maintenance and repair who are regular employees of the bidder. The three (3) mechanics shall each have a minimum of two (2) consecutive years of maintenance and repair experience. **The bidder shall furnish the above information for the personnel to assist the journeyman on Qualification Form, pages Q-5 and Q-6.**

ALL AIR CONDITIONING/REFRIGERATION MECHANICS MUST HAVE A REFRIGERATION UNIVERSAL CERTIFICATION CLASSIFICATION AND MUST PROVIDE PROOF OF THIS CERTIFICATION.

All journeyman refrigeration/air conditioning mechanics assigned to this contract must reside on the Island of Oahu during the duration of this

Experience and Personnel Qualifications (continued). contract. This requirement is necessary to insure adequate emergency and regular maintenance calls.

Falsification of personnel qualifications, inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project SHALL CONSTITUTE A BREACH OF CONTRACT.

References. Bidder shall list on **Qualification Form, Page Q-6** at least five references in the State of Hawaii, other than the State of Hawaii government, for whom bidder has performed a total coverage mechanical maintenance service of air conditioning and ventilating equipment and temperature control system on a regular basis, that is similar in nature and volume to services specified herein, that will qualify bidder to perform the project. The State reserves the right to contact the references provided and to reject any bid submitted by a Contractor whose performance on other service contracts similar to this one has been proven unsatisfactory.

Qualification Form. Bidder shall complete and return all Qualification Form Pages with their bid submittal. If requested by the State, the bidder shall have five (5) days to provide additional information/documentation which may include documented maintenance and repair experience, refrigerant certification, and a certificate of successful completion of course of study in the field of temperature or pneumatic control system for the journeymen refrigeration/air conditioning mechanics listed on the Qualification Forms. Failure to do so may result in disqualification of bidder. The State reserves the right to reject any bid that is missing any requested information.

Contractor Licenses. Contractor, at the time of bid submittal, shall possess a valid State of Hawaii contractor's license and the required business and tax licenses in order to conduct business in the State of Hawaii. Both the Contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon.

Spare Parts. Contractor shall maintain spare parts, refrigerant, and materials that are required for normal repairs and maintenance to air conditioning and ventilating equipment.

PRE-BID MEETING

Prospective bidders are encouraged to attend the pre-bid meeting to held on **May 11, 1998, 10:00 am (HST)**, at the **offices of the Central Services Division on 729-B Kakoi Street, Honolulu, Hawaii**. The purpose of this meeting is to address any questions, and concerns the bidders may have regarding the IFB specifications and the scope of work.

EXAMINATION OF SERVICE AREAS

Prospective bidders shall visit the service areas listed on the Schedule of Equipment and thoroughly familiarize themselves with the existing conditions, the amount and kind of work to be performed. Bidder shall call the Contract Administrator to make arrangements to visit the service areas. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.

Bidder shall consider the existing equipment to be in "as is" condition and no additional compensation may be allowed for replacing nonworking components. All equipment whether listed on the schedule or not, but is a component of the of the air conditioning and ventilating system, shall be serviced.

Submission of bid shall be evidence that the bidder understands and will comply with these specifications if awarded the contract.

BID PREPARATION

OFFER FORM Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered at the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on **Offer Form Page OF-1**. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form Page OF-1 is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation.

PART A - GUARANTEED MAINTENANCE SERVICE: Bid prices shall include costs for all labor, equipment, parts and materials, refrigerant and recovery of refrigerant, mileage and all applicable taxes and any other expenses necessary to perform the service as specified in this bid solicitation. In addition, bidder is requested to furnish in the space provided on Offer Form Pages, the applicable labor rate that will be charged for extra work (not covered under the scope of this IFB) as approved by the Contract Administrator. This rate shall be the standard hourly rate charged by the bidder and shall include all applicable fringe benefits, travel costs, mileage costs and all applicable taxes and NOT an overtime rate. Only one hourly rate increase per yearly extension is allowed and must be justified and approved by the Contract Administrator.

PART B - CHEMICAL WATER TREATMENT SERVICE: Bidder may subcontract this portion of the work and the Bid Price for Chemical Water Treatment Services shall include all necessary labor, material, equipment, chemicals, maintenance and repair services, laboratory fees, all applicable taxes, and any other expenses necessary as required to control corrosion, scale, and biological growth in the following systems:

- a. cooling tower,
- b. condenser, and
- c. chilled water

PART C - ESTIMATED EXTRA WORK SERVICE HOURS: Bid price for Estimated Extra Work Service Hours shall reflect Contractor's hourly rate that will be charged for any authorized extra work that is not covered under these specifications. The estimated 200 hours is to be used solely for bid evaluation purposes and not intended to reflect a guaranteed amount or to be included in the contract amount.

Offer Guaranty. An Offer guaranty is NOT required for this Invitation for Bids.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/98.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Insurance. Bidder shall provide insurance information as requested on **Offer Form Page OF-13.**

Subcontractors. Bidder shall list on **Offer Form OF-13**, all subcontractors to be used to perform the services specified herein. The State reserves the right to request additional information about any subcontractor listed. Such information shall be provided within five (5) days of the request.

References. Bidder shall list on the **Qualification Form Page Q-6**, at least five references in the State of Hawaii for which subject service has been provided and who can attest to the reliability of the bidder's service and personnel. The State reserves the right to contact the references provided and inquire about the bidder's performance on the jobs.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Section 2.8 of the General Terms and Conditions, Offeror shall complete and **submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.**

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS (continued)

less than wages paid to public officers and employees for similar work, **Air Conditioning Mechanic I, BC-10, (BU-01)**. Accordingly, offeror should consider the wage rates when preparing his/her quote.

Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

METHOD OF AWARD

Award, if any, will be made to the responsive and responsible, qualified offeror submitting the lowest TOTAL SUM BID PRICE FOR EVALUATION PURPOSES (TOTAL OF PARTS A, B, AND C) for each Group. Offeror must bid on all line items listed within each Group in order to be considered for award for that Group, however, offeror need not bid on all three Groups.

Prior to awarding contract, the State will require certification of the following insurance coverage:

Worker's Compensation
Temporary Disability
Unemployment Insurance
Prepaid Health Care

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period as provided in Section 3.2 of the General Terms and Conditions.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned within ten (10) days after receipt by the successful offeror as specified in Section 3.3 of the General Terms and Conditions. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the starting date.

For the purpose of this bid, Part C, Estimated Extra Work Service Hours will be used for evaluation purposes only. The State will issue purchase order for this work on an as-needed-basis.

If the option to extend for each twelve-month period or portion thereof, is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for each extended period.

SUBCONTRACTING

The Contractor shall not delegate any duties listed in this IFB to any subcontractor other than those listed on **Offer Form Page OF-13** unless given written approval by the Department of Accounting and General Services, Central Services Division. The department reserves the right to approve all subcontractors and to require the primary contractor to replace any subcontractors found to be unacceptable. the primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

SERVICE AREAS

The Contractor shall perform the service at the schools in which the units are located. It is the Contractor's responsibility to examine the location and condition of the equipment.

The State shall notify the Contractor of any subsequent change of unit locations listed on the Schedule of Equipment and furnish any other pertinent information necessary for the proper execution of the contract.

SERVICE REQUIREMENTS

It is understood and agreed that in addition to the schools listed herein for each Group/School District, the Contractor shall be required to furnish services specified herein to any new school or any school within the Group/School Districts serviced herein, not initially listed in this bid solicitation, when such services are required. Contractor shall be notified of such requirements by a contract modification issued by the State.

The State reserves the right to add or delete whole schools or buildings to the contract and will make adjustments by contract modifications. The State also reserves the right to add or delete individual air conditioning and ventilating units to this contract. When individual units are deleted from the contract, the State will not make adjustments to the contract price; however, the State reserves the right to replace deleted units on a one-for-one basis within this school district without an increase in contract price.

Further, the State reserves the right to add up to five (5) additional units per school district to the contract without an increase in contract price. Increase in contract price for additional units in excess of the aforementioned five (5) units shall be negotiated between the Contractor and the State and shall become binding only upon issuance of a contract modification by the State.

An equipment log for the various school districts will be kept by the Contract Administrator and shall be used to record additions or deletions. Each entry must be signed by a representative of the Contractor and the State. This log will be used to determine time of price adjustment.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

INSPECTION

All work done and all materials furnished shall be subject to random periodic inspection and approval by the Contract Administrator so as to ascertain that the services rendered are in accordance with requirements and

SPECIAL PROVISIONS

INSPECTION (continued)

intentions of the Specifications and Special Provisions. He may require additional information as necessary to maintain a record of the service rendered, and also request that the Contractor accompany him on field inspections to be scheduled periodically.

The Contractor shall furnish the Contract Administrator one copy of a service check receipt for each unit serviced and a service check list bearing the signature of the maintenance man and the signature of the designated State Officer or employee certifying receipt of services. Services which cannot be certified by a representative of the State may not be compensated.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from moneys due to the Contractor.

CLEANUP

The Contractor shall keep the job site free of debris, litter, refuse, etc. and shall clean all oil drippings during the daily progress of work. The Contractor shall remove all equipment from the area upon completion of the work.

WARRANTY

The Contractor shall submit a written warranty for replacement of any integral part of equipment listed herein, such as compressors, fan motors, etc., as guaranteed by the factory.

The warranty shall consist of the period covered from date of installation, make, model number, serial number, name of school and location of equipment (library, bandroom, administration, etc.) and shall be provided to the State.

There will be some air conditioning units that are covered by manufacturer's and installer's warranties and/or initial maintenance service agreement. The expiration dates of these units will be provided by the State. As the warranties and/or agreements expire, the Contractor shall commence service on these units and shall continue to service them for the remaining period of the contract. Any increase in the contract price for these units shall be negotiated between the Contractor and the State and shall become binding only upon issuance of a contract modification by the State.

INVOICING

Contractor shall submit original and three copies of the invoice, including the contract number and the month of service, to:

Department of Accounting and General Services
Central Services Division
729-B Kakoi Street
Honolulu, HI 96819

Payment shall be made to the Contractor at the monthly contracted price upon certification by the State that the Contractor has satisfactorily performed the required services each month.

INVOICING (continued)

For extra work approved by the Contract Administrator, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount and purchase order number authorizing the work. Any extra work shall be paid for outside of this contract. The Contractor shall also submit copies of material invoices and labor time sheets to substantiate parts and service charges to the State when requested.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which required payment within a shorter period or interest payment not in conformance with statute. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

| <u>Coverage</u> | <u>Limits</u> |
|---|---|
| Commercial General Liability (occurrence form) | \$300,000 combined single limit per occurrence for bodily injury and property damage |

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

LIBILITY INSURANCE (continued)

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. **Upon request by the State, Contractor shall furnish a copy of the policy or policies.**

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion or fails to act to correct any deficiencies that the State notifies the Contractor of in writing. Such sum shall apply separately to each incident and each location or building.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Provisions and the Specifications herein, in addition to the recourse stated in the General Terms and Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS (continued)

applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS (continued)

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

APPENDIX
SCHEDULE OF AIR CONDITIONING
AND
VENTILATING EQUIPMENT